



GAIL FARBER, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91803-1331

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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

43 June 16, 2015


PATRICK OGAWA
ACTING EXECUTIVE OFFICER

June 16, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**USE AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND MOUNTAINS RECREATION & CONSERVATION AUTHORITY
LOS ANGELES RIVER-PARCEL 276, ET AL.
IN THE CITY OF LOS ANGELES
(SUPERVISORIAL DISTRICT 3)
(3 VOTES)**

SUBJECT

This action is to approve a use agreement for public recreational purposes between the Los Angeles County Flood Control District and Mountains Recreation & Conservation Authority along portions of the Los Angeles River in the City of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

1. Find that the Zev Yaroslavsky Greenway Trail Project is categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that the use agreement between the Los Angeles County Flood Control District and Mountains Recreation & Conservation Authority with a term of 20 years for public recreational purposes along a portion of the Los Angeles River Parcel 276, et al., in the City of Los Angeles, will not interfere or be inconsistent with the primary purposes of such land by the Los Angeles County Flood Control District.

3. Delegate authority to the Chief Engineer of the Los Angeles County Flood Control District or her designee to sign the use agreement and authorize delivery to the Mountains Recreation & Conservation Authority.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to obtain approval from the Board, acting as the governing body of the Los Angeles County Flood Control District (LACFCD), to enable the LACFCD to enter into a use agreement with the Mountains Recreation & Conservation Authority (MRCA), in substantially the same form as enclosed, for use of the LACFCD right of way along a portion of the Los Angeles River Parcel 276, et al., located in the City of Los Angeles, for public recreational purposes. MRCA proposes to operate and maintain the public recreation improvements, which include a walking path, installation of landscaping, and other amenities in connection with the Zev Yaroslavsky Greenway Trail Project (Project).

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness/Fiscal Sustainability (Goal 1). The improvements will enhance river aesthetics and public recreational opportunities in the area, thereby improving the quality of life for the residents of the County of Los Angeles.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

There will be no monetary consideration paid for this use agreement since the use of the LACFCD right of way is for public recreational purposes. The Los Angeles County Flood Control Act provides for the LACFCD right of way to be used for these purposes as long as the public recreational purposes are compatible with LACFCD's use of the property for flood control, water quality, and water conservation.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Project is located on the north side of the Los Angeles River between Whitsett Avenue and Coldwater Canyon Avenue in the City of Los Angeles.

The use agreement is for a term of 20 years and is authorized by Section 2, subsection 14, of the Los Angeles County Flood Control Act. This Section authorizes the LACFCD "To provide, by agreement with other public agencies...for the recreational use of the lands, facilities, and works of the district which shall not interfere, or be inconsistent, with the primary use and purpose of the lands, facilities, and works by the district."

The use agreement has been reviewed and will be approved by County Counsel as to form prior to execution by the LACFCD.

ENVIRONMENTAL DOCUMENTATION

The Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Section 15304 of the CEQA Guidelines, and Class 1(j) of the Environmental Reporting Procedures and Guidelines, Appendix G, adopted by the Board. These exemptions provide for maintenance or minor alteration to existing landscaping and native growth.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This action allows for the recreational use and enjoyment of the LACFCD right of way without interfering with the primary mission of the LACFCD.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Survey/Mapping & Property Management Division.

Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The script is cursive and fluid.

GAIL FARBER
Director

GF:SGS:mr

Enclosures

c: Auditor-Controller (Accounting Division - Asset
Management)
Chief Executive Office
County Counsel
Executive Office

Los Angeles River
Parcels 276, 352, 1300, 1308, 1512, 1514, 1515, 1516, and 2016
Right-of-Way Map Nos. 19-RW16.2 and 16.3
Assessor's Identification Nos. 2375-018-904, 2375-021-903,
and 2375-010-902
Thomas Guide Page/Grid 562-E5 and 562-F5
Supervisory District 3

USE AGREEMENT

This Use Agreement is entered into by and between the

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic,

herein referred to as DISTRICT

and

MOUNTAINS RECREATION & CONSERVATION AUTHORITY,
a local government public entity,

herein referred to as MRCA

RECITALS

WHEREAS, DISTRICT owns fee title to a portions of the Los Angeles River generally located between Coldwater Canyon Avenue and Whitsett Avenue in the Studio City area of the City of Los Angeles, State of California and, as more particularly described in Exhibit A and shown on Exhibit B, attached hereto, and made a part hereof, hereafter referred to as PREMISES.

WHEREAS, MRCA proposes to use PREMISES for public recreational purposes, in connection with the Zev Yaroslavsky Greenway Trail Project (the Project), previously known as the LA River – Studio City Park Project.

WHEREAS, Community Conservation Solutions proposes to secure all permits from DISTRICT or other public agencies necessary to construct certain improvements on PREMISES in connection with the Project including but not limited to native plant landscaping, irrigation systems, fencing, signage, and recreational trails, hereafter referred to as "IMPROVEMENTS" and MRCA proposes to operate and maintain said IMPROVEMENTS on PREMISES.

WHEREAS, the cost of said IMPROVEMENTS will be funded with grants from the Los Angeles County Regional Park and Open Space District, the Santa Monica Mountains Conservancy, the California Natural Resources Agency, and the California Department of Transportation, each of which contain provisions requiring maintenance,

upkeep, and preservation of IMPROVEMENTS including the planting and maintenance of native habitat for the purposes of mitigating native habitat impacted by the widening of the I-405 in the Sepulveda Pass.

WHEREAS, the native habitat has been designed in an ecosystem-based manner in order to reestablish the native plant habitats of riparian woodland, chaparral and coastal sage scrub, and native grass bioswale, and in order for these habitats to survive and thrive, they require the maintenance of a combination of a diversity of species of native trees, shrubs, grasses, and other plants that are specific to each habitat type.

WHEREAS, MRCA intends to provide full maintenance of IMPROVEMENTS as constructed by Community Conservation Solutions and, as necessary, reconstructed or replaced by MRCA, and also intends to provide basic trash, weeds, and graffiti removal on the portions of PREMISES not included in the plan for IMPROVEMENTS.

NOW, THEREFORE, in consideration of these recitals and the faithful performance by MRCA and DISTRICT of the mutual covenants herein contained for the period of time herein set forth, MRCA and DISTRICT hereto mutually agree as follows:

SECTION 1 Authorized Use

- 1.1 MRCA is authorized and permitted to use PREMISES for the operation, maintenance, use, and, as necessary, reconstruction of IMPROVEMENTS in accordance with the terms and conditions of this Use Agreement. Any other use of PREMISES by MRCA is expressly prohibited.
- 1.2 MRCA'S use of PREMISES shall be subordinate to the primary uses and purposes of PREMISES for watershed management, including flood control, water conservation, and water quality purposes by DISTRICT and others (pursuant to DISTRICT'S permission), and MRCA'S use of PREMISES shall at no time interfere with the use of PREMISES or the use of DISTRICT'S adjacent property and/or improvements for such purposes.
- 1.3 DISTRICT reserves the right to use or allow others to use PREMISES for any and all lawful purposes in addition to flood control, water conservation, and watershed management including, but not limited to, public transportation, utilities, roads, parks and recreation, and/or other related uses together with incidental rights of construction and installation of facilities, ingress and egress, and operation and maintenance. The exercise of the rights reserved herein shall not be inconsistent with MRCA'S use or constitute unreasonable interference.
- 1.4 This Use Agreement is valid only to the extent of DISTRICT'S jurisdiction. Acquisition of permits required by other affected agencies and the consent of underlying fee owner(s) other than DISTRICT, if any, are the responsibility of MRCA.

SECTION 2 Maintenance of Improvements

- 2.1 MRCA understands and acknowledges that it is required to comply with the requirements set forth in the California Environmental Quality Act (CEQA) and the State CEQA guidelines prior to commencement of its uses of PREMISES and IMPROVEMENTS and that MRCA shall be the lead agency with respect to any and all CEQA compliance related to IMPROVEMENTS. In addition to its other indemnification obligations as specified below, MRCA hereby agrees to indemnify, defend, and hold harmless DISTRICT and COUNTY OF LOS ANGELES and their elected and appointed officers, employees, and agents from and against any and all claims and/or actions related to the use of PREMISES and IMPROVEMENTS authorized hereunder that may be asserted by any third party or public agency alleging violations of CEQA or CEQA Guidelines or the National Environmental Policy Act.
- 2.2 MRCA shall bear responsibility for all costs in connection with the operation, maintenance, use, and any reconstruction of IMPROVEMENTS pursuant to Section 1 above including preparation of plans and specifications and all construction costs and expenses.
- 2.3 Prior to commencement of any construction activity on PREMISES by or on behalf of MRCA, MRCA shall submit the plans and specification for IMPROVEMENTS to, and shall apply for and obtain a permit from, the Land Development Division, Permits and Subdivisions Section, of the County of Los Angeles Department of Public Works. MRCA shall also obtain DISTRICT'S prior written approval should MRCA propose to make any changes to the approved plans and specifications.
- 2.4 Upon completion of any construction activities by MRCA, MRCA shall provide DISTRICT with approved as-built plans.
- 2.5 MRCA shall keep, inspect, and maintain PREMISES and IMPROVEMENTS in a safe, clean, and orderly condition at all times. MRCA shall install and maintain signage with a MRCA telephone number. MRCA shall handle complaints from telephone calls, patrol PREMISES, and abate homeless encampments. MRCA shall adhere to the maintenance guidelines established to comply with the habitat mitigation requirements of the grant agreements referenced in the Recitals above. During the term of this Use Agreement MRCA shall not permit trash and debris including, but not limited to, rubbish, tin cans, bottles, and garbage to accumulate at any time, nor shall MRCA commit, suffer, or permit any waste on PREMISES or IMPROVEMENTS or permit any acts to be done in violation of any laws or ordinances thereon.
- 2.6 MRCA shall remove graffiti from PREMISES and IMPROVEMENTS and any walls, fences, and signs that are located within PREMISES anytime graffiti is discovered by MRCA or anytime MRCA is notified by DISTRICT.

MRCA shall make all reasonable efforts to remove graffiti within the following guidelines:

- 2.6.1 Remove vulgar graffiti (i.e., profane, obscene, or racist) within 24 hours, Monday through Friday.
- 2.6.2 Remove other graffiti within 72 hours, Monday through Friday.
- 2.7 MRCA shall replace or repair any property of DISTRICT located on PREMISES that becomes damaged by MRCA or any person entering PREMISES at MRCA'S invitation or with the consent of MRCA, either expressed or implied, with the exception of any person entering PREMISES pursuant to Section 1.3 above, within a reasonable time to the satisfaction of DISTRICT or shall compensate DISTRICT for the damage within thirty (30) days of MRCA'S receipt of an invoice from DISTRICT.
- 2.8 MRCA shall close all gates and take all actions necessary to render PREMISES inaccessible to public access in the event MRCA abandons its operation and maintenance of IMPROVEMENTS or when the weather forecast for the next 24-hour period is for one (1) inch of rain or more or when notified by DISTRICT. The Parties do not intend anything herein to limit any immunity and/or affirmative defense applicable or available to MRCA or its use of PREMISES and IMPROVEMENTS hereunder pursuant to any Federal, State, or local law including, but not limited to, any provision of Chapter 2, Part 2, of Division 3.6, Title 1 of the California Government Code.
- 2.9 MRCA is not required to maintain the land or any improvements on, under, or above PREMISES currently maintained by DISTRICT or the COUNTY OF LOS ANGELES or others that predate or are not constructed or installed by Community Conservation Solutions or MRCA pursuant to this Use Agreement and that are unrelated to or unchanged by the construction, use, or maintenance of IMPROVEMENTS. MRCA'S maintenance responsibility is limited to the maintenance of PREMISES and IMPROVEMENTS as described herein and is not responsible for abating any condition of PREMISES not directly related to IMPROVEMENTS.

SECTION 3 Term

- 3.1 The term of this Use Agreement shall be for twenty (20) years, commencing upon the formal completion of IMPROVEMENTS, subject to DISTRICT'S right to terminate MRCA'S use as provided for in Section 4, below.
- 3.2 This Use Agreement shall expire at the end of the Initial Term provided, however, that DISTRICT, upon approval by DISTRICT'S Board of Supervisors, may extend the term of this Use Agreement beyond the Initial Term, subject to such terms and conditions as it deems appropriate, upon

receipt of a written request from MRCA no earlier than twelve (12) months or later than six (6) months prior to the end of the Initial Term.

SECTION 4 Termination of Use

- 4.1 DISTRICT shall have the right to cancel this Use Agreement and terminate MRCA'S use of PREMISES, pursuant to this Use Agreement, by giving MRCA at least ninety (90) days' prior written notice under the following conditions:
 - 4.1.1 DISTRICT proposes to implement a project on, or including, PREMISES for watershed management purposes, including flood control, water conservation, and water quality ; and
 - 4.1.2 DISTRICT determines, in good faith, that IMPROVEMENTS and/or MRCA'S use of PREMISES, or any of them, would be substantially incompatible with the proposed project; and
 - 4.1.3 DISTRICT has notified MRCA of the basis for DISTRICT'S determination that a substantial incompatibility will exist and has provided MRCA with a reasonable opportunity to propose modifications to IMPROVEMENTS or MRCA'S use of PREMISES that will eliminate the incompatibility.
- 4.2 DISTRICT shall have the right to cancel this Use Agreement and terminate MRCA'S use of PREMISES by giving MRCA at least sixty (60) days' notice if MRCA breaches any term or condition of this Use Agreement and fails to cure said breach within a reasonable time.
- 4.3 DISTRICT shall have the right to cancel this Use Agreement and terminate MRCA'S use of PREMISES if construction of IMPROVEMENTS has not been completed within five (5) years from the date this Use Agreement is fully executed.
- 4.4 DISTRICT shall have the right to immediately cancel and terminate MRCA'S use of PREMISES, pursuant to this Use Agreement, or, in DISTRICT'S sole discretion, temporarily suspend such use in the event DISTRICT determines, in good faith, that it is necessary for DISTRICT to enter and take exclusive possession of PREMISES in order to respond to an emergency, as defined in Public Contract Code Section 1102. In the event of an emergency, MRCA shall bear any expenses associated with the cessation of such use and shall have no rights or claims therefore against DISTRICT.
- 4.5 MRCA shall have the right to cancel and terminate its use of PREMISES pursuant to this Use Agreement for any reason by giving DISTRICT at least sixty (60) days' prior written notice.

SECTION 5 Removal of Improvements and Restoration of Premises

- 5.1 Upon the expiration or sooner termination of this Use Agreement, MRCA shall, at its own expense, remove IMPROVEMENTS and restore PREMISES to a condition similar to or better than that which existed on the effective date of this Use Agreement, reasonable wear and tear excepted.
- 5.2 Prior to commencing the removal of IMPROVEMENTS, MRCA shall apply for and obtain a permit from the Land Development Division, Permits and Subdivisions Section, of the County of Los Angeles Department of Public Works.
- 5.3 If MRCA fails to remove IMPROVEMENTS and restore PREMISES within ninety (90) days of the expiration of this Use Agreement or sooner termination of MRCA'S use of PREMISES, pursuant to this Use Agreement, DISTRICT may remove IMPROVEMENTS.
- 5.4 If DISTRICT removes IMPROVEMENTS pursuant to subsection 5.3, DISTRICT shall submit a billing invoice to MRCA indicating the costs and expenses incurred by DISTRICT in connection with the removal of IMPROVEMENTS and MRCA shall reimburse DISTRICT all such costs and expenses for removing said IMPROVEMENTS within thirty (30) days of the billing invoice.

SECTION 6 Miscellaneous Terms and Conditions

6.1 Indemnification

- 6.1.1 In accordance with Government Code Section 895.4, DISTRICT and MRCA agree to apportion responsibility and indemnification, notwithstanding any other provision of laws, as follows:

- 6.1.1.1 MRCA shall indemnify, defend, and hold DISTRICT and the County of Los Angeles and their respective officers, employees, and agents harmless from, and against, any claims, demands, liability, damages, costs, and expenses, including, without limitation, involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever, arising from, or related to (1) the maintenance, operation, or use of PREMISES and IMPROVEMENTS, (2) any reconstruction of IMPROVEMENTS, or (3) MRCA'S breach of any term of this Use Agreement, except to the extent caused by the willful misconduct of DISTRICT.

- 6.1.1.2 DISTRICT shall indemnify, defend, and hold MRCA and its officers, employees and agents harmless from and against, any claims, demands, liability, damages, costs, and expenses including, without limitation, involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever, arising from or related to the construction, reconstruction, maintenance, operation, or removal of any improvements by DISTRICT on, above, or under PREMISES or arising from any and all uses of PREMISES by DISTRICT, except to the extent caused by the willful misconduct of MRCA.
- 6.1.2 MRCA releases DISTRICT and waives all rights to damages for any loss, costs, or expenses MRCA may sustain as a result of any damage to, or destruction of, IMPROVEMENTS or to PREMISES attributable to DISTRICT'S watershed management activities, including any flood control, water conservation or water quality activities on, or adjacent to, PREMISES, or attributable to any flooding caused by inadequacy or failure of DISTRICT'S facilities, except to the extent caused by DISTRICT'S willful misconduct.
- 6.1.3 Each party to this Use Agreement shall include the other within the protection of any indemnification clause contained in any ancillary contract relating to PREMISES.
- 6.2 Without limiting MRCA'S indemnification of DISTRICT, MRCA shall procure and maintain, in full force and effect during the term of this Use Agreement, insurance policies providing for the following insurance coverage:
- Comprehensive general liability and property damage coverage with a combined single-limit liability in the amount of not less than TWO MILLION and 00/100 DOLLARS (\$2,000,000.00) per occurrence.
 - Workers' Compensation coverage in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both DISTRICT and MRCA against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by, or any person retained by, MRCA in the course of carrying out the work or services contemplated in this Agreement.
 - Automobile Liability Insurance: MRCA shall procure such policy with coverage of not less than ONE MILLION and 00/100 DOLLARS (\$1,000,000.00) per accident.

- The County of Los Angeles and Los Angeles County Flood Control District, its governing board, officers, agents, contractors, and employees shall be named as Additional Insured on all policies of liability insurance. MRCA shall furnish to DISTRICT a Policy of Insurance evidencing MRCA'S insurance coverage no later than ten (10) working days after execution of the Agreement, but before MRCA takes possession of PREMISES. Upon renewal of said policy, MRCA shall furnish to DISTRICT a Certificate evidencing MRCA'S continued insurance coverage as required herein.
- 6.3 MRCA and DISTRICT shall have no financial obligation to each other under this Use Agreement, except as herein expressly provided.
- 6.4 The parties expressly recognize and intend that in consideration of this Use Agreement, which is solely for MRCA'S benefit, DISTRICT is not to incur any liability whatsoever for any injury, death, or property damage arising from any use of PREMISES or IMPROVEMENTS by persons who gain entry through openings or areas provided for MRCA'S use except as provided in Section 6.1.1.2. The above notwithstanding, MRCA is not to incur any liability from any condition or improvement on, under, or above PREMISES that predate or are not constructed or installed by Community Conservation Solutions or MRCA pursuant to this Use Agreement and that are unrelated or unchanged by the construction, reconstruction, use, or maintenance of IMPROVEMENTS. The parties intend that the MRCA'S liability is limited to the operation, maintenance, and use of PREMISES and IMPROVEMENTS and an reconstruction of IMPROVEMENTS as described herein.
- 6.5 DISTRICT, its Board, and any authorized officer, engineer, employee, or contractor, through its agents or representatives, shall have full right and authority to enter in and upon PREMISES at any and all reasonable times during the term of this Use Agreement, all without interference or hindrance by MRCA, its agents, officers, contractors, employees, or representatives for the purpose of inspecting the same and to serve or post any notice required or permitted by law for protection of any right or interest of DISTRICT.
- 6.6 Except as to fuels, lubricants, and products associated with motorized vehicles, equipment, gardening, or maintenance-related substances, or all of the above, MRCA shall not cause or allow the presence, use, storage, or disposal of any hazardous substances on or about PREMISES without the prior written consent of DISTRICT, which consent shall not be unreasonably denied. In the event of spillage, leakage, or escape of any hazardous substance onto PREMISES, MRCA shall immediately notify DISTRICT by calling (800) 675-4357. If the spillage, leakage, or escape was caused by MRCA, MRCA shall promptly remove any such substance from PREMISES to DISTRICT'S satisfaction. In addition to removing any of MRCA'S hazardous substances, MRCA shall be liable for and reimburse DISTRICT for any

and all cost and expenses that DISTRICT may incur or suffer as a result thereof. Such responsibility shall include cost or expenses as DISTRICT may incur by reason of Federal, State, local, or other authoritative agency's laws and regulations. Notwithstanding the foregoing, MRCA shall have no responsibility regarding any spillage, leakage, or escape associated with any of DISTRICT'S tenants, licensees, or easement holders.

- 6.7 Any notice to be given or document to be delivered by DISTRICT or MRCA to the other party may be delivered in person to either party or by private courier or may be deposited in the U.S. mail, duly registered or certified, with postage prepaid and addressed to the party for whom intended as follows:

To DISTRICT:

Los Angeles County Flood Control District
Survey/Mapping & Property Management Division
P.O. Box 1460
900 South Fremont Avenue
Alhambra, CA 91802-1460
Telephone (626) 458-7023 or (626) 458-7072; Fax (626) 979-5322
For emergencies, contact (626) 458-HELP (4357)

To MRCA:

Ms. Lisa Soghor
Deputy Executive Officer
Mountains Recreation & Conservation Authority
570 West Avenue 26, Suite 100
Los Angeles, CA 90065
Telephone (323) 221-9944, Extension 105; Fax (323) 221-9934
Lisa.soghor@mrca.ca.gov

For emergencies, contact
Mr. Fernando Gomez
Chief Ranger
Telephone (310) 456-7049

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IN WITNESS WHEREOF, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, as authorized by the Los Angeles County Code, Title 2, Division 2, Chapter 2.18, et seq., and MRCA have caused this Use Agreement to be executed by their duly authorized officer as of the date indicated below.

DISTRICT:

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT,
a body corporate and politic

By _____
Steven G. Steinhoff
Assistant Deputy Director

Date _____

MRCA:

MOUNTAINS RECREATION &
CONSERVATION AUTHORITY,
a local government public entity

By _____
Lisa Soghor
Deputy Executive Officer

Date _____

P:\MPPUB\ADMIN\MARIA\BOARD LETTER ENCLOSURES\LAR GREENWAY UA.DOC

ACKNOWLEDGMENT FORM

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
(insert name of the officer)

personally appeared _____

(insert name(s) and title(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)